



MARATHON
STRATEGIES

CONSULTING SERVICES AGREEMENT

Consulting Services Agreement (this "Agreement") dated as of February 8th, 2019, and effective as of February 8th, 2019 (the "Effective Date"), by and between MARATHON STRATEGIES, LLC, a New York limited liability company (hereinafter referred to as the "Consultant") and the undersigned client Consulate of Japan (hereinafter referred to as the "Client").

1. Services. Client hereby engages Consultant to perform, and Consultant agrees to provide, consulting services, including those services, if any, described on Schedule A hereto and those that may hereafter be agreed upon between the parties in writing (collectively the "Services"). In performing the Services, Consultant may examine correspondence, agreements, corporate records, websites, certificates of public officials and other documents (collectively, "Documents") as Consultant deems necessary or advisable in order for it to perform the Services. Consultant shall take reasonable measures to verify independently the representations or statements contained in such Documents, but cannot be a guarantor of their accuracy. Consultant agrees to perform the Services in a professional and confidential manner in accordance with all prevailing industry standards.

2. Consulting Period. The term of Consultant's engagement to perform Services under this Agreement (the "Consulting Period") commenced, or shall commence, on the Effective Date and shall continue in force until March 1st, 2019. In the event of a material breach or default by either party in the performance of its obligations under this Agreement, including, without limitation, any payment default, the non-breaching party shall have the right to terminate the Consulting Period following not less than fifteen (15) days prior written notice to the other party reasonably specifying the alleged actions constituting the breach or default and identifying the section or sections of this Agreement claimed to be breached, and the failure of such party to cure such breach or default within such fifteen (15) day period.

3. Consulting Fee. During the Consulting Period, Client agrees to pay to Consultant for its Services the sum of \$20,000 for services outlined in Schedule A, which shall be due on 15 days from receipt of the invoice.

4. Confidentiality. During the course of the Engagement Period, Consultant may have access to, and shall assist in developing, material non-public information that has been identified as being confidential or which a reasonable person would conclude was confidential or proprietary in nature (collectively, "Confidential Information"). Consultant agrees to keep all Confidential Information in strict confidence and shall treat such Confidential Information with at least the same degree of care as it treats its own Confidential Information. Consultant shall not use or disclose any Confidential Information, except on a need to know basis to its employees, subcontractors and agents (each a "Restricted Person") who are themselves assisting Consultant in the performance of the Services and who are under written

confidentially obligations. Consultant's confidentiality obligations under this Section 5 are in addition to, and not in substitution for, any undertakings by Consultant under any standalone confidentiality agreement that may be required by Client.

5. No solicitation. Client covenants and agrees that, during the Consulting Period and continuing for a period of twelve months following the last day of the Consulting Period, Client shall not, without Consultant's prior written consent, which consent may be withheld or conditioned at the sole and absolute discretion of Consultant, directly or indirectly: (a) recruit, solicit, or cause or authorize to be solicited for employment or engagement as an independent contractor any Restricted Person; (b) induce or attempt to induce any Restricted Person to cease to be employed (or otherwise engaged) by the Consultant; or (c) employ, hire or engage, or cause to be employed, hired or engaged, as an employee, director, officer, partner, member, manager, consultant, agent, independent contractor or in any other capacity, any Restricted Person.

6. No Disparagement. Each party agrees that neither it, nor any of its owners, directors, officers or executive level employees, will, directly or indirectly, take any action or make or publish any comment that is defamatory, disparaging or otherwise critical of the other party or such other party's directors, officers, members (including, without limitation, Phil Singer) and managers, or the operations, business, or business practices of any Protected Person, or that would otherwise tend to have an adverse effect (including any activities in the field of online reputation management) upon the business interests or reputation of any Protected Person. The foregoing restriction shall continue to apply both during and forever following the expiration, for any reason, of the Consulting Period.

7. Indemnification. Consultant agrees to indemnify and hold harmless Client from and against third party claims based upon or arising from the gross negligence or willful misconduct of Consultant in providing the Services; except that, notwithstanding anything in this Agreement or any other agreement between the parties to the contrary, in no event shall Consultant's indemnification obligations under this Agreement (and/or other obligations under any other agreement between the parties) exceed the total aggregate fees actually paid to Consultant under Section 3 of this Agreement. Client agrees to indemnify and hold harmless Consultant (including its personnel), to the fullest extent lawful from and against any losses, claims, damages, liabilities and expenses, joint or several, and all actions, inquiries, process (including without limitation subpoenas), proceedings and investigations in respect thereof, to which any Consultant (including its personnel) may become subject, arising out of or in connection with our engagement under, or any matter referred to, in this agreement to and to periodically reimburse Consultant for its legal and other expenses as may be incurred in connection with investigating, preparing, defending, paying, settling or compromising any such action, inquiry, process (including without limitation subpoenas), proceeding or investigation. Client shall not be responsible to indemnify Consultant for any losses, claims, damages, liabilities or expenses to the extent that such loss, claim, damage, liability or expense has been finally judicially determined to have resulted primarily and directly from actions taken or omitted to be taken by Consultant due to its gross negligence, willful misconduct or bad faith. To the extent that any prior payment Client made to Consultant is determined to have been improper by reason of such Consultant's gross negligence, willful misconduct or bad faith, Consultant will promptly pay Client such amount

8. Independent Contractor. The relationship created hereunder between the Client and Consultant shall be solely that of independent contractors entering into an agreement. Neither party shall make any representation or assertion or take any actions which could imply or establish any agency, joint venture, partnership, employment or trust relationship between the parties. Neither party shall have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.

9. Specific Performance. Without intending to limit the remedies available to the parties hereto, each party acknowledges that a breach of any of the agreements and other promises set forth in sections 5, 6 and/or 7 of this Agreement may result in material and irreparable injury to any other party for which there is no adequate remedy at law, and that it may not be possible to measure damages for such injuries with reasonable certainty. In the event of such a breach or threat thereof, the aggrieved party shall be entitled to obtain preliminary and/or permanent injunctions or such other relief as may be required to specifically enforce any of the promises and other covenants of the other party under sections 5, 6 and/or 7 of this Agreement.

10. Mediation. The parties agree that, except for actions solely seeking specific performance of the obligations of the parties under sections 5, 6 and/or 7 of this Agreement, any dispute, difference or controversy arising under this Agreement shall be submitted to non-binding, confidential mediation by a private mediator mutually agreed upon by the parties. Such mediation shall be a precondition of bringing suit on this Agreement.

11. Miscellaneous. The internal laws of the State of New York shall govern the provisions of this Agreement. If any provision of this Agreement is found to be illegal or invalid, such provision will be modified to the extent necessary to comply with applicable law and refashioned to best approximate the original intent of the parties, and the remaining provisions shall remain in full force and effect in accordance with their terms. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. This Agreement may be amended or modified only by a written instrument duly executed by both parties. This Agreement may be executed in counterparts and may be delivered via pdf, facsimile or by other electronic means.

Dated and effective as of the dates first above written.

CONSULTANT

MARATHON STRATEGIES, LLC

By: 

Phil Singer, its authorized agent

CLIENT

CONSULATE OF JAPAN IN NEW YORK

By: 

Name:

Masashi Mizobuchi

Title:

Deputy Consul General of Japan

SCHEDULE A:

This Statement of Work represents an agreement between CONSULATE OF JAPAN IN NEW YORK (Client) and Marathon Strategies (Consultant). The purpose of this agreement is to develop and execute a public affairs strategy that will advance the organization's goals.

Consultant will provide the following services:

- Book Summaries – Develop 2-3 page summaries of the following books:
 - The Comfort Women: Sexual Violence and Postcolonial Memory in Korea and Japan, C. Sarah Soh, University of Chicago Press
 - Comfort Women and Sex in the Battle Zone, Ikuhiko Hata, Hamilton Books
 - Wartime Military Records on Comfort Women, Archie Miyamoto
- White Paper Summaries – Develop 2-3 page summaries of the following whitepapers:
 - Comfort Women of the Empire (summary) - <https://www.comfortwomenoftheempire.org/2018/08/27/summary-comfort-women-empire-english/>
 - The Reality of the Mobilization of Koreans During World War II – An analysis based on statistics and written records, Tsutomu Nishioka https://www.jiia-jic.jp/en/japanreview/pdf/JapanReview_Vol2_No2_05_TsutomuNishioka.pdf
 - Korean Coal and Metal Mineworkers Mobilized in Wartime Japan: The Question of Wages and Ethnicity-Based Disparities, Lee Woo-Youn - https://www.jiia-jic.jp/en/japanreview/pdf/JapanReview_Vol1_No3_02_LeeWooYoun.pdf

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